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7 UNITED STATES DISTRICT COURT  
8 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
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10 DANA RUTH LIXENBERG, an  
11 Individual,

12 Plaintiff,

13 vs.

14 BIOWORLD MERCHANDISING,  
15 INC., a Texas Corporation;  
16 REMRYLIE LICENSING, INC., a  
17 California Corporation; et al.  
18

19 Defendants.

CASE NO. 2:15-cv-07242 MWF  
(MRWx)

**STIPULATED PROTECTIVE  
ORDER**

Trial Date: February 28, 2017

**STIPULATED PROTECTIVE ORDER**

20 1. INTRODUCTION

21 1.1 PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential  
23 proprietary or private information for which special protection from public  
24 disclosure and from use for any purpose other than prosecuting this litigation may  
25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
26 enter the following Stipulated Protective Order. The parties acknowledge that this  
27 Order does not confer blanket protections on all disclosures or responses to  
28

1 discovery and that the protection it affords from public disclosure and use extends  
 2 only to the limited information or items that are entitled to confidential treatment  
 3 under the applicable legal principles. The parties further acknowledge, as set forth  
 4 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
 5 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
 6 procedures that must be followed and the standards that will be applied when a party  
 7 seeks permission from the court to file material under seal.

### 8 1.2 GOOD CAUSE STATEMENT

9 This lawsuit involves, inter alia, a copyright claim wherein Plaintiff Dana  
 10 Lixenberg alleges that the defendants copied images of Christopher Wallace, aka  
 11 Notorious B.I.G., and Tupac Shakur onto apparel and sold allegedly infringing  
 12 products (the “accused products”) to the public.

13 The parties anticipate that discovery in this matter will seek confidential and  
 14 proprietary information, including, but not limited to, relative to the development,  
 15 production, marketing and sale of the accused products as follows:

- 16 ● revenues generated from the sale of the accused products;
- 17 ● royalties derived from the sale of the accused products;
- 18 ● cost of goods associated with the accused products;
- 19 ● pricing points for the manufacture and sale of the accused products;
- 20 ● transactional documents associated with the sale of the accused
- 21 products;
- 22 ● licensing agreement;
- 23 ● gross revenues associated with the sale of the accused products;
- 24 ● profits margins associated with the sale of the accused products;
- 25 ● general financial information for the parties;
- 26 ● expenses for the purchase and sale of goods;
- 27 ● marketing channels;
- 28 ● purchase price for the accused products;

- non-public business plans, product development information, or marketing plans;
- non-public research and development information; and
- trade secrets.

The majority of the parties are retail defendant competitors in the apparel and fashion industry. This financial, marketing and product development information is not intended for public disclosure, nor to competitors. The parties, in the past, have routinely sought and agreed to prevent sensitive financial, marketing and product development information from entering into the public domain. Further, public disclosure of sensitive financial, marketing and product development information will cause harm to the parties as competitors could use this information to gain an advantage in the retail fashion industry.

Accordingly, good cause exists for the entry of this pretrial protective order.

## 2. DEFINITIONS

2.1 Action: The pending federal lawsuit, entitled *Dana Ruth Lixenberg v. Bioworld Merchandising, Inc., et al.* Case No. 2:15-cv-07242-MWF-MRW, which involves claims of copyright infringement.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as

2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

3       2.6 Disclosure of Discovery Material: all items or information,  
4 regardless of the medium or manner in which it is generated, stored, or maintained  
5 (including, among other things, testimony, transcripts, and tangible things), that are  
6 produced or generated in disclosures or responses to discovery in this matter.

7       2.7 Expert: a person with specialized knowledge or experience in a  
8 matter pertinent to the litigation who has been retained by a Party or its counsel to  
9 serve as an expert witness or as a consultant in this Action.

10       2.8 “HIGHLY CONFIDENTIAL” Information or Items: such portion of  
11 such “CONFIDENTIAL” Information or Items as consists of information whose  
12 disclosure to competitors or to the public would cause a risk of serious harm to the  
13 Designating Party, including but not limited to trade secrets, non-public financial  
14 information, non-public research and development information, business plans  
15 relating to future or proposed operations, product development information, and  
16 marketing plans. The Parties endeavor in good faith to limit their designations of  
17 discovery material as “HIGHLY CONFIDENTIAL.” Notwithstanding the  
18 foregoing, the Parties agree that Plaintiff’s counsel may share with Plaintiff and  
19 Plaintiff’s the total number of units of disputed product at issue, the revenues related  
20 to sales of the disputed product at issue, and the Defendants’ positions regarding  
21 their use of the copyrighted material at issue.

22       2.9 House Counsel: attorneys who are employees of a party to this  
23 Action. House Counsel does not include Outside Counsel of Record or any other  
24 outside counsel.

25       2.10 Non-Party: any natural person, partnership, corporation, association,  
26 or other legal entity not named as a Party to this action.

27       2.11 Outside Counsel of Record: attorneys who are not employees of a  
28 party to this Action but are retained to represent or advise a party to this Action and

1 have appeared in this Action on behalf of that party or are affiliated with a law firm  
2 which has appeared on behalf of that party, and includes support staff.

3 2.12 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.13 Producing Party: a Party or Non-Party that produces Disclosures or  
7 Discovery Material in this Action.

8 2.14 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g. photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.15 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

14 2.16 Receiving Party: a Party that receives Disclosures or Discovery  
15 material from a Producing Party.

### 16 17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only  
19 Protected Materials (as defined above), but also (1) any information copied or  
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
21 compilations of Protected Material; and (3) any testimony, conversations, or  
22 presentations by Parties or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the orders of the  
24 trial judge. This Order does not govern the use of Protected Material at trial.

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2 4. DURATION

3 Even after final disposition of this litigation, the confidentiality obligations  
 4 imposed by this Order shall remain in effect until a Designating Party agrees  
 5 otherwise in writing or a court order otherwise directs. Final disposition shall be  
 6 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
 7 or without prejudice; and (2) final judgment herein after the completion and  
 8 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
 9 including the time limits for filing any motions or applications for extension of time  
 10 pursuant to applicable law.

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12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection:

14 Each Party or Non-Party that designates information or items for protection under  
 15 this Order must take care to limit any such designation to specific material that  
 16 qualifies under the appropriate standards. The Designating Party must designate for  
 17 protection only those parts of material, documents, items, or oral or written  
 18 communications that qualify so that other portions of the material, documents,  
 19 items, or communications for which protection is not warranted are not swept  
 20 unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations  
 22 that are shown to be clearly unjustified or that have been made for an improper  
 23 purpose (e.g., to unnecessarily encumber the case development process or to impose  
 24 unnecessary expenses and burdens on other parties) may expose the Designating  
 25 Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it  
 27 designated for protection do not qualify for protection, that Designating Party must  
 28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

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2       5.2   Manner and Timing of Designations: Except as otherwise provided in  
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
5 under this Order must be clearly so designated before the material is disclosed or  
6 produced.

7       Designation in conformity with this Order requires:

8       (a)   for information in documentary form (e.g., paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), that the Producing Party affix at a minimum, the legend  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (hereinafter collectively  
12 “CONFIDENTIALITY legend”), as appropriate, to each page that contains  
13 protected material. If only a portion or portions of the material on a page qualifies  
14 for protection, the Producing party also must clearly identify the protected  
15 portions(s) (e.g., by making appropriate markings in the margins).

16       A party or Non-Party that makes original documents available for inspection  
17 need not designate them for protection until after the inspecting Party has indicated  
18 which documents it would like copied and produced. During the inspection and  
19 before the designation, all of the material made available for inspection shall be  
20 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” After the  
21 inspecting Party has identified the documents it wants copied and produced, the  
22 Producing Party must determine which documents, or portions thereof, qualify for  
23 protection under this Order. Then, before producing the specified documents, the  
24 Producing Party must affix the CONFIDENTIALITY legend to each page that  
25 contains Protected Material. If only a portion or portions of the material on a page  
26 qualifies for protection, the Producing Party also must clearly identify the protected  
27 portion(s) (e.g., by making appropriate markings in the margins).

28       (b)   for testimony given in depositions that the Designating Party identifies



1 the Disclosure of Discovery Material on record, before the close of the deposition all  
2 protected testimony.

3 (c) for information produced in some form other than documentary and for  
4 any other tangible items, that the Producing Party affix in a prominent place on the  
5 exterior of the container or containers in which the information is stored the legend  
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions  
7 of the information warrants protection, the Producing Party, to the extent  
8 practicable, shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate: If timely corrected an  
10 inadvertent failure to designate qualified information or items does not, standing  
11 alone, waive the Designating Party’s right to secure protection under this Order for  
12 such material. Upon timely correction of a designation, the Receiving Party must  
13 make reasonable efforts to assure that the material is treated in accordance with the  
14 provisions of this Order.

## 16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges: Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time that is consistent with the Court’s  
19 Scheduling Order.

20 6.2 Meet and Confer: The Challenging Party shall initiate the dispute  
21 resolution process (and, if necessary, file a discovery motion under Local Rule 37.1  
22 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on  
24 the Designating Party. Frivolous challenges, and those made for an improper  
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
26 parties) may expose the Challenging Party to sanctions. Unless the Designating  
27 Party has waived or withdrawn the confidentiality designation, all parties shall  
28 continue to afford the material in question the level of protection to which it is



entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles: A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories or persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items: Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or items designated "CONFIDENTIAL" only to:

- (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- (b) the officers, directors, and employees (including House Counsel) of the Receiving party to whom disclosure is reasonably necessary for this Action;
- (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A);
- (d) the Court and its personnel;
- (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this Action  
3 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
4 A):

5 (g) the author or recipient of a document containing the information  
6 or a custodian or other person who otherwise possessed or knew the information;

7 (h) during their depositions, witnesses, and attorneys for witnesses,  
8 in the Action to whom disclosure is reasonably necessary provided: (1) deposing  
9 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
10 they will not be permitted to keep any confidential information unless they sign the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
12 agreed by the Designating Party or ordered by the court. Pages of transcribed  
13 deposition testimony or exhibits to depositions that reveal Protected Material may  
14 be separately bound by the court reporter and may not be disclosed to anyone except  
15 as permitted under this Stipulated Protective Order; and

16 (i) any mediator or settlement officer, and their supporting  
17 personnel, mutually agreed upon by any of the parties engaged in settlement  
18 discussions.

19 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items:

20 Unless otherwise ordered by the court or permitted in writing by the  
21 Designating Party, a Receiving Party may disclose any information or items  
22 designated “HIGHLY CONFIDENTIAL” only to those individuals identified in  
23 Subsections 7.2 (a) and (c)-(i) above.

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25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation  
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

2 (a) promptly notify in writing the Designating Party. Such  
3 notification shall include a copy of the subpoena or court order;

4 (b) promptly notify in writing the party who caused the subpoena or  
5 order to issue in the other litigation that some or all of the material covered by the  
6 subpoena or order is subject to this Protective Order. Such notification shall include  
7 a copy of this Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be  
9 pursued by the Designating Party whose Protected Material may be affected.

10 If the Designating Party timely seeks a protective order, the Party served with  
11 the subpoena or court order shall not produce any information designated in this  
12 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
13 determination by the court from which the subpoena or order issued, unless the  
14 Party has obtained the Designating Party’s permission. The Designating Party shall  
15 bear the burden and expense of seeking protection in that court of its confidential  
16 material and nothing in these provisions should be construed as authorizing or  
17 encouraging a Receiving Party in this Action to disobey a lawful directive from  
18 another court.

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20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
21 PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced  
23 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
25 this litigation is protected by the remedies and relief provided by this Order.  
26 Nothing in these provisions should be construed as prohibiting a Non-Party from  
27 seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request,

1 to produce a Non-Party's confidential information in its possession, and the Party is  
2 subject to an agreement with the Non-Party not to produce the Non-Party's  
3 confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and Non-  
5 Party that some or all of the information requested is subject to a confidentiality  
6 agreement with a Non-Party;

7 (2) promptly provide the Non-Party with a copy of the  
8 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
9 reasonably specific description of the information requested; and

10 (3) make the information requested available for inspection by  
11 the Non-Party, if requested.

12 (c) If the Non-Party fails to seek a protective order from this court  
13 within 14 days of receiving the notice and accompanying information, the Receiving  
14 Party may produce the Non-Party's confidential information responsive to the  
15 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
16 Party shall not produce any information in its possession or control that is subject to  
17 the confidentiality agreement with the Non-Party before a determination by the  
18 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
19 expense of seeking protection in this court of its Protected Material.

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21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstances not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
26 to retrieve all unauthorized copies of Protected Material, (c) inform the person or  
27 persons to whom unauthorized disclosures were made of all the terms of this Order,  
28 and (d) request such person or persons to execute the "Acknowledgment and

1 Agreement to Be Bound” that is attached hereto as Exhibit A.

2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
3 PROTECTED MATERIAL

4 When a Producing Party gives notice to Receiving Parties that certain  
5 inadvertently produced material is subject to a claim of privilege or other protection,  
6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
8 procedure may be established in an e-discovery order that provides for production  
9 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
10 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
11 communication or information covered by the attorney-client privilege or work  
12 product protection, the parties may incorporate their agreement in the stipulated  
13 protective order submitted to the court.

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15 12. MISCELLANEOUS

16 12.1 Right to Further Relief: Nothing in this Order abridges the right  
17 of any person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections: By stipulating to the entry of this  
19 Protective Order, no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material: A party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
25 may only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party’s request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

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2 13. FINAL DISPOSITION

3 After the final disposition of this Action, as defined in paragraph 4, within 60  
4 days of a written request by the Designating Party, each Receiving Party must return  
5 all Protected Material to the Producing Party or destroy such material. As used in  
6 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
7 summaries, and any other format reproducing or capturing any of the Protected  
8 Material. Whether the Protected Material is returned or destroyed, the Receiving  
9 Party must submit a written certification to the Producing Party (and, if not the same  
10 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
11 (by category, where appropriate) all the Protected Material that was returned or  
12 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
13 abstracts, compilations, summaries or any other format reproducing or capturing any  
14 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
15 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
16 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
17 reports, attorney work product, and consultant and expert work product, even if such  
18 material contains Protected Material. Any such archival copies that contain or  
19 constitute Protected Material remain subject to this Protective Order as set forth in  
20 Section 4.

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22 14. Any willful violation of this Order may be punished by civil or criminal  
23 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
24 authorities, or other appropriate action at the discretion of the Court.

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2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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Respectfully submitted,

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DATED: June 17, 2016

LEWIS BRISBOIS BISGAARD & SMITH LLP

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By: /s/ William E. Pallares

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William E. Pallares

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Attorneys for Defendants BOWORLD  
MERCHANDISING, INC., FOREVER 21,  
INC., FOREVER 21 RETAIL, INC., HOT  
TOPIC, INC., MACY'S INC., MACY'S  
RETAIL HOLDINGS, INC., TARGET  
CORPORATION, URBAN  
OUTFITTERS, INC., ROSS STORES,  
INC., RUE 21, INC., SPENCER GIFTS  
LLC, GORDMANS, INC., and SEARS  
HOLDINGS CORPORATION

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DATED: June 17, 2016

DONIGER / BURROUGHS

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By: /s/ Scott Alan Burroughs

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Scott Alan Burroughs

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Attorneys for Plaintiff DANA  
LIXENBERG

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23

DATED: June 17, 2016

NIXON PEABODY LLP

24

25

By: /s/ Staci Jennifer Riordan

26

Staci Jennifer Riordan

27

Attorneys for Defendant REMRYLIE

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1 DATED: June 17, 2016

BRYAN CAVE LLP

2  
3 By: /s/ Robert G. Lancaster

4 Robert G. Lancaster

5 Attorneys for Defendant WAL-MART  
6 STORES, INC.

7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

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10 DATED: June 20, 2016



11 HON. MICHAEL R. WILNER

12 United States Magistrate Judge  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Dana Ruth Lixenberg v. Bioworld Merchandising, Inc., et al.* Case No. 2:15-cv-07242-MWF-MRW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_